

BUYER	ACCOUNT NUMBER	APPROVED BY	
		SECTION MANAGER	DEPARTMENT MANAGER
MARK MELTZER	141200		



PURCHASE ORDER

NISSAN NORTH AMERICA, INC.

983 NISSAN DRIVE
SMYRNA, TENNESSEE 37167-4400

SELLER: 1043407 CONTINENTAL TEVES INC ONE CONTINENTAL DRIVE AUBURN HILLS, MI 48326		PURCHASE ORDER NO. PRO0094276	AMENDMENT NO. 1
		DATE OF ORDER 05/19/04	PAGE NUMBER 1
SALES TAX STATUS NON-TAXABLE	CURRENCY U. S. DOLLARS	EFFECTIVE DATE 04/01/04	EXPIRATION DATE 12/31/05
SHIP TO: AS RELEASED	PAYMENT TERMS NET 10TH & 25TH FREIGHT PAYMENT TERMS COLLECT FROM ORIG	SUBMIT INVOICE TO: NISSAN NORTH AMERICA, INC. ATTN.: ACCOUNTS PAYABLE DEPT. Bin 8U SMYRNA, TENNESSEE 37167	
SHIPPING POINT ASHEVILLE, NC	F.O.B. TERMS FOB SELLER'S DOCK	TRANSPORTATION MODE MOTOR CARRIERS	

ADDITIONAL INFORMATION:

THIS ORDER IS A BLANKET PURCHASE AGREEMENT.
 PLEASE ACKNOWLEDGE WITH A SIGNED COPY OF THIS ORDER BY 06/02/04.
 THIS ORDER IS VALID ONLY IF SIGNED BY AN AUTHORIZED REPRESENTATIVE.

LINE	QUANTITY-U/M	DESCRIPTION	DATE REQUIRED	PRICE-U/M
001	AS RELEASED - EA	ITEM NO: 460077S010 YOUR CODE: 1043407 CONT ASSY-BRAKE TO DESIGN LEVEL:		136.3436
END OF ORDER				

THIS PURCHASE ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS AND CONDITIONS STATED HEREIN AND THE TERMS OF THE PRODUCTION PARTS AND MATERIALS PURCHASE AGREEMENT, IF ANY, BETWEEN NISSAN AND SELLER; ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY SELLER ARE NOT BINDING UNLESS SEPARATELY AND EXPRESSLY ACCEPTED BY NISSAN IN WRITING.

BUYER	ACCOUNT NUMBER	APPROVED BY	
		SECTION MANAGER	DEPARTMENT MANAGER
MARK MELTZER	141200		



PURCHASE ORDER

NISSAN NORTH AMERICA, INC.

983 NISSAN DRIVE
SMYRNA, TENNESSEE 37167-4400

SELLER: 1043407 CONTINENTAL TEVES, INC. ONE CONTINENTAL DRIVE AUBURN HILLS, MI 48326		PURCHASE ORDER NO.	AMENDMENT NO.
		PRO0094276	
		DATE OF ORDER	PAGE NUMBER
		09/27/03	1
SALES TAX STATUS	CURRENCY	EFFECTIVE DATE	EXPIRATION DATE
NON-TAXABLE	U. S. DOLLARS	07/01/03	12/31/05
SHIP TO: AS RELEASED	PAYMENT TERMS	SUBMIT INVOICE TO: NISSAN NORTH AMERICA, INC. ATTN.: ACCOUNTS PAYABLE DEPT. Bin 8U SMYRNA, TENNESSEE 37167	
	NET 10TH & 25TH		
	FREIGHT PAYMENT TERMS		
	COLLECT FROM ORIG		
SHIPPING POINT	F.O.B. TERMS	TRANSPORTATION MODE	
ASHEVILLE, NC	FOB SELLER'S DOCK	MOTOR CARRIERS	

ADDITIONAL INFORMATION:

THIS ORDER IS A BLANKET PURCHASE AGREEMENT
 PLEASE ACKNOWLEDGE WITH A SIGNED COPY OF THIS ORDER BY 10/11/03
 THIS ORDER IS VALID ONLY IF SIGNED BY AN AUTHORIZED REPRESENTATIVE

LINE	QUANTITY-U/M	DESCRIPTION	DATE REQUIRED	PRICE-U/M
001	AS RELEASED - EA	ITEM NO: 460077S010 YOUR CODE: 1043407 CONT ASSY-BRAKE TO DESIGN LEVEL:		139.8136
END OF ORDER				

THIS PURCHASE ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS AND CONDITIONS STATED HEREIN AND THE TERMS OF THE PRODUCTION PARTS AND MATERIALS PURCHASE AGREEMENT, IF ANY, BETWEEN NISSAN AND SELLER; ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY SELLER ARE NOT BINDING UNLESS SEPARATELY AND EXPRESSLY ACCEPTED BY NISSAN IN WRITING.

BUYER	ACCOUNT NUMBER	APPROVED BY	
		SECTION MANAGER	DEPARTMENT MANAGER
MARK MELTZER	141200		



PURCHASE ORDER

NISSAN NORTH AMERICA, INC.

983 NISSAN DRIVE
SMYRNA, TENNESSEE 37167-4400

SELLER: 1043407 CONTINENTAL TEVES INC ONE CONTINENTAL DRIVE AUBURN HILLS, MI 48326		PURCHASE ORDER NO.	AMENDMENT NO.
		PR00098701	1
		DATE OF ORDER	PAGE NUMBER
		05/19/04	1
SALES TAX STATUS	CURRENCY	EFFECTIVE DATE	EXPIRATION DATE
NON-TAXABLE	U. S. DOLLARS	04/01/04	12/31/05
SHIP TO: AS RELEASED	PAYMENT TERMS	SUBMIT INVOICE TO: NISSAN NORTH AMERICA, INC. ATTN.: ACCOUNTS PAYABLE DEPT. Bin 8U SMYRNA, TENNESSEE 37167	
	NET 10TH & 25TH		
	FREIGHT PAYMENT TERMS		
	COLLECT FROM ORIG		
SHIPPING POINT	F.O.B. TERMS	TRANSPORTATION MODE	
ASHEVILLE, NC	FOB SELLER'S DOCK	MOTOR CARRIERS	

ADDITIONAL INFORMATION:

THIS ORDER IS A BLANKET PURCHASE AGREEMENT
 PLEASE ACKNOWLEDGE WITH A SIGNED COPY OF THIS ORDER BY 06/02/04
 THIS ORDER IS VALID ONLY IF SIGNED BY AN AUTHORIZED REPRESENTATIVE

LINE	QUANTITY-U/M	DESCRIPTION	DATE REQUIRED	PRICE-U/M
001	AS RELEASED - EA	ITEM NO: 460077S000 YOUR CODE: 1043407 CONT ASSY-BRAKE TO DESIGN LEVEL:		63.6477
=====> END OF ORDER				

THIS PURCHASE ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS AND CONDITIONS STATED HEREIN AND THE TERMS OF THE PRODUCTION PARTS AND MATERIALS PURCHASE AGREEMENT, IF ANY, BETWEEN NISSAN AND SELLER; ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY SELLER ARE NOT BINDING UNLESS SEPARATELY AND EXPRESSLY ACCEPTED BY NISSAN IN WRITING.

BUYER	ACCOUNT NUMBER	APPROVED BY	
		SECTION MANAGER	DEPARTMENT MANAGER
MARK MELTZER	141200		



NISSAN NORTH AMERICA, INC.

983 NISSAN DRIVE
SMYRNA, TENNESSEE 37167-4400

PURCHASE ORDER

SELLER: 1043407 CONTINENTAL TEVES, INC. ONE CONTINENTAL DRIVE AUBURN HILLS, MI 48326		PURCHASE ORDER NO. PRO0098701	AMENDMENT NO.
		DATE OF ORDER 12/18/03	PAGE NUMBER 1
SALES TAX STATUS NON-TAXABLE	CURRENCY U. S. DOLLARS	EFFECTIVE DATE 08/01/03	EXPIRATION DATE 12/31/05
SHIP TO: AS RELEASED	PAYMENT TERMS NET 10TH & 25TH FREIGHT PAYMENT TERMS COLLECT FROM ORIG	SUBMIT INVOICE TO: NISSAN NORTH AMERICA, INC. ATTN.: ACCOUNTS PAYABLE DEPT. Bin 8U SMYRNA, TENNESSEE 37167	
SHIPPING POINT ASHEVILLE, NC	F.O.B. TERMS FOB SELLER'S DOCK	TRANSPORTATION MODE MOTOR CARRIERS	

ADDITIONAL INFORMATION:

THIS ORDER IS A BLANKET PURCHASE AGREEMENT
 PLEASE ACKNOWLEDGE WITH A SIGNED COPY OF THIS ORDER BY 01/01/04
 THIS ORDER IS VALID ONLY IF SIGNED BY AN AUTHORIZED REPRESENTATIVE

LINE	QUANTITY-U/M	DESCRIPTION	DATE REQUIRED	PRICE-U/M
001	AS RELEASED - EA	ITEM NO: 4600779000 YOUR CODE: 1043407 CONT ASSY-BRAKE TO DESIGN LEVEL:		64.5377
=====> END OF ORDER				

THIS PURCHASE ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS AND CONDITIONS STATED HEREIN AND THE TERMS OF THE PRODUCTION PARTS AND MATERIALS PURCHASE AGREEMENT, IF ANY, BETWEEN NISSAN AND SELLER; ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY SELLER ARE NOT BINDING UNLESS SEPARATELY AND EXPRESSLY ACCEPTED BY NISSAN IN WRITING.

BUYER	ACCOUNT NUMBER	APPROVED BY	
		SECTION MANAGER	DEPARTMENT MANAGER
MARK MELTZER	141200		



NISSAN NORTH AMERICA, INC.

983 NISSAN DRIVE
SMYRNA, TENNESSEE 37167-4400

PURCHASE ORDER

SELLER: 1043407 CONTINENTAL TEVES INC ONE CONTINENTAL DRIVE AUBURN HILLS, MI 48326		PURCHASE ORDER NO.	AMENDMENT NO.
		PRO0099787	1
		DATE OF ORDER	PAGE NUMBER
		05/19/04	1
SALES TAX STATUS	CURRENCY	EFFECTIVE DATE	EXPIRATION DATE
NON-TAXABLE	U. S. DOLLARS	04/01/04	12/31/05
SHIP TO: AS RELEASED	PAYMENT TERMS	SUBMIT INVOICE TO: NISSAN NORTH AMERICA, INC. ATTN.: ACCOUNTS PAYABLE DEPT. Bin 8U SMYRNA, TENNESSEE 37167	
	NET 10TH & 25TH		
	FREIGHT PAYMENT TERMS		
	COLLECT FROM ORIG		
SHIPPING POINT	F.O.B. TERMS	TRANSPORTATION MODE	
ASHEVILLE, NC	FOB SELLER'S DOCK	MOTOR CARRIERS	

ADDITIONAL INFORMATION:

THIS ORDER IS A BLANKET PURCHASE AGREEMENT
PLEASE ACKNOWLEDGE WITH A SIGNED COPY OF THIS ORDER BY 06/02/04
THIS ORDER IS VALID ONLY IF SIGNED BY AN AUTHORIZED REPRESENTATIVE

LINE	QUANTITY-U/M	DESCRIPTION	DATE REQUIRED	PRICE-U/M
001	AS RELEASED - EA	ITEM NO: 460077S020 YOUR CODE: 1043407 CONT ASSY-BRAKE TO DESIGN LEVEL:		92.7877
-----> END OF ORDER				

THIS PURCHASE ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS AND CONDITIONS STATED HEREIN AND THE TERMS OF THE PRODUCTION PARTS AND MATERIALS PURCHASE AGREEMENT, IF ANY, BETWEEN NISSAN AND SELLER; ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY SELLER ARE NOT BINDING UNLESS SEPARATELY AND EXPRESSLY ACCEPTED BY NISSAN IN WRITING.

BUYER	ACCOUNT NUMBER	APPROVED BY	
		SECTION MANAGER	DEPARTMENT MANAGER
MARK MELTZER	141200		



PURCHASE ORDER

NISSAN NORTH AMERICA, INC.

983 NISSAN DRIVE
SMYRNA, TENNESSEE 37167-4400

SELLER: 1043407 CONTINENTAL TEVES, INC. ONE CONTINENTAL DRIVE AUBURN HILLS, MI 48326		PURCHASE ORDER NO. PRO0099787	AMENDMENT NO.
		DATE OF ORDER 01/08/04	PAGE NUMBER 1
SALES TAX STATUS NON-TAXABLE	CURRENCY U. S. DOLLARS	EFFECTIVE DATE 08/01/03	EXPIRATION DATE 12/31/05
SHIP TO: AS RELEASED	PAYMENT TERMS NET 10TH & 25TH FREIGHT PAYMENT TERMS COLLECT FROM ORIG	SUBMIT INVOICE TO: NISSAN NORTH AMERICA, INC. ATTN.: ACCOUNTS PAYABLE DEPT. Bin 8U SMYRNA, TENNESSEE 37167	
SHIPPING POINT ASHEVILLE, NC	F.O.B. TERMS FOB SELLER'S DOCK	TRANSPORTATION MODE MOTOR CARRIERS	

ADDITIONAL INFORMATION:

THIS ORDER IS A BLANKET PURCHASE AGREEMENT
 PLEASE ACKNOWLEDGE WITH A SIGNED COPY OF THIS ORDER BY 01/22/04
 THIS ORDER IS VALID ONLY IF SIGNED BY AN AUTHORIZED REPRESENTATIVE

LINE	QUANTITY-U/M	DESCRIPTION	DATE REQUIRED	PRICE-U/M
001	AS RELEASED - EA	ITEM NO: 4600778020 YOUR CODE: 1043407 CONT ASSY-BRAKE TO DESIGN LEVEL:		94.5877
END OF ORDER				

THIS PURCHASE ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS AND CONDITIONS STATED HEREIN AND THE TERMS OF THE PRODUCTION PARTS AND MATERIALS PURCHASE AGREEMENT, IF ANY, BETWEEN NISSAN AND SELLER; ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY SELLER ARE NOT BINDING UNLESS SEPARATELY AND EXPRESSLY ACCEPTED BY NISSAN IN WRITING.

BUYER	ACCOUNT NUMBER	APPROVED BY	
		SECTION MANAGER	DEPARTMENT MANAGER
MARK MELTZER	141200		



NISSAN NORTH AMERICA, INC.

983 NISSAN DRIVE
SMYRNA, TENNESSEE 37167-4400

PURCHASE ORDER

SELLER: 1043405 CONTINENTAL TEVES, INC. 4141 CONTINENTAL DRIVE AUBURN HILLS, MI 48326		PURCHASE ORDER NO. PRO0098702	AMENDMENT NO.
		DATE OF ORDER 12/18/03	PAGE NUMBER 1
SALES TAX STATUS NON-TAXABLE	CURRENCY U. S. DOLLARS	EFFECTIVE DATE 08/01/03	EXPIRATION DATE 12/31/05
SHIP TO: AS RELEASED	PAYMENT TERMS NET 10TH & 25TH FREIGHT PAYMENT TERMS COLLECT FROM ORIG	SUBMIT INVOICE TO: NISSAN NORTH AMERICA, INC. ATTN.: ACCOUNTS PAYABLE DEPT. Bin 8U SMYRNA, TENNESSEE 37167	
SHIPPING POINT MORGANTON, NC	F.O.B. TERMS FOB SELLER'S DOCK	TRANSPORTATION MODE MOTOR CARRIERS	

ADDITIONAL INFORMATION:

THIS ORDER IS A BLANKET PURCHASE AGREEMENT.
 PLEASE ACKNOWLEDGE WITH A SIGNED COPY OF THIS ORDER BY 01/01/04
 THIS ORDER IS VALID ONLY IF SIGNED BY AN AUTHORIZED REPRESENTATIVE

LINE	QUANTITY-U/M	DESCRIPTION	DATE REQUIRED	PRICE-U/M
001	AS RELEASED - EA	ITEM NO: 476607S000 YOUR CODE: 1043405 ACTR&ELEC CONT ASSY-- TO DESIGN LEVEL:		116.5835
=====> END OF ORDER				

THIS PURCHASE ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS AND CONDITIONS STATED HEREIN AND THE TERMS OF THE PRODUCTION PARTS AND MATERIALS PURCHASE AGREEMENT, IF ANY, BETWEEN NISSAN AND SELLER; ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY SELLER ARE NOT BINDING UNLESS SEPARATELY AND EXPRESSLY ACCEPTED BY NISSAN IN WRITING.

BUYER	ACCOUNT NUMBER	APPROVED BY	
		SECTION MANAGER	DEPARTMENT MANAGER
MARK MELTZER	141200		



NISSAN NORTH AMERICA, INC.

983 NISSAN DRIVE
SMYRNA, TENNESSEE 37167-4400

PURCHASE ORDER

SELLER: 1043405 CONTINENTAL TEVES INC 4141 CONTINENTAL DRIVE AUBURN HILLS, MI 48326		PURCHASE ORDER NO. PR00099789	AMENDMENT NO. 1
		DATE OF ORDER 05/19/04	PAGE NUMBER 1
SALES TAX STATUS NON-TAXABLE	CURRENCY U. S. DOLLARS	EFFECTIVE DATE 04/01/04	EXPIRATION DATE 12/31/05
SHIP TO: AS RELEASED	PAYMENT TERMS NET 10TH & 25TH FREIGHT PAYMENT TERMS COLLECT FROM ORIG	SUBMIT INVOICE TO: NISSAN NORTH AMERICA, INC. ATTN.: ACCOUNTS PAYABLE DEPT. Bin 8U SMYRNA, TENNESSEE 37167	
SHIPPING POINT MORGANTON, NC	F.O.B. TERMS FOB SELLER'S DOCK	TRANSPORTATION MODE MOTOR CARRIERS	

ADDITIONAL INFORMATION:

THIS ORDER IS A BLANKET PURCHASE AGREEMENT
PLEASE ACKNOWLEDGE WITH A SIGNED COPY OF THIS ORDER BY 06/02/04
THIS ORDER IS VALID ONLY IF SIGNED BY AN AUTHORIZED REPRESENTATIVE

LINE	QUANTITY-U/M	DESCRIPTION	DATE REQUIRED	PRICE-U/M
001	AS RELEASED - EA	ITEM NO: 476608S364 YOUR CODE: 1043405 ACTR&ELEC CONT ASSY TO DESIGN LEVEL:		220.0200
> END OF ORDER				

THIS PURCHASE ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS AND CONDITIONS STATED HEREIN AND THE TERMS OF THE PRODUCTION PARTS AND MATERIALS PURCHASE AGREEMENT, IF ANY, BETWEEN NISSAN AND SELLER; ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY SELLER ARE NOT BINDING UNLESS SEPARATELY AND EXPRESSLY ACCEPTED BY NISSAN IN WRITING.

BUYER	ACCOUNT NUMBER	APPROVED BY	
		SECTION MANAGER	DEPARTMENT MANAGER
MARK MELTZER	141200		



PURCHASE ORDER

NISSAN NORTH AMERICA, INC.

983 NISSAN DRIVE
SMYRNA, TENNESSEE 37167-4400

SELLER: 1043405 CONTINENTAL TEVES INC 4141 CONTINENTAL DRIVE AUBURN HILLS, MI 48326		PURCHASE ORDER NO. PRO0099790	AMENDMENT NO. 1
		DATE OF ORDER 05/19/04	PAGE NUMBER 1
SALES TAX STATUS NON-TAXABLE	CURRENCY U.S. DOLLARS	EFFECTIVE DATE 04/01/04	EXPIRATION DATE 12/31/05
SHIP TO: AS RELEASED	PAYMENT TERMS NET 10TH & 25TH FREIGHT PAYMENT TERMS COLLECT FROM ORIG	SUBMIT INVOICE TO: NISSAN NORTH AMERICA, INC. ATTN.: ACCOUNTS PAYABLE DEPT. Bin 8U SMYRNA, TENNESSEE 37167	
SHIPPING POINT MORGANTON, NC	F.O.B. TERMS FOB SELLER'S DOCK	TRANSPORTATION MODE MOTOR CARRIERS	

ADDITIONAL INFORMATION:

THIS ORDER IS A BLANKET PURCHASE AGREEMENT
 PLEASE ACKNOWLEDGE WITH A SIGNED COPY OF THIS ORDER BY 06/02/04
 THIS ORDER IS VALID ONLY IF SIGNED BY AN AUTHORIZED REPRESENTATIVE

LINE	QUANTITY-U/M	DESCRIPTION	DATE REQUIRED	PRICE-U/M
001	AS RELEASED - EA	ITEM NO: 476608S464 YOUR CODE: 1043405 ACTR&ELEC CONT ASSY TO DESIGN LEVEL:		232.7600
06-67-0010 7/2002 > END OF ORDER				

THIS PURCHASE ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS AND CONDITIONS STATED HEREIN AND THE TERMS OF THE PRODUCTION PARTS AND MATERIALS PURCHASE AGREEMENT, IF ANY, BETWEEN NISSAN AND SELLER; ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY SELLER ARE NOT BINDING UNLESS SEPARATELY AND EXPRESSLY ACCEPTED BY NISSAN IN WRITING.

BUYER	ACCOUNT NUMBER	APPROVED BY	
		SECTION MANAGER	DEPARTMENT MANAGER
MARK MELTZER	141200		



NISSAN NORTH AMERICA, INC.

983 NISSAN DRIVE
SMYRNA, TENNESSEE 37167-4400

PURCHASE ORDER

SELLER: 1043405 CONTINENTAL TEVES, INC. 4141 CONTINENTAL DRIVE AUBURN HILLS, MI 48326		PURCHASE ORDER NO. PR00099790	AMENDMENT NO.
		DATE OF ORDER	PAGE NUMBER
		01/08/04	1
SALES TAX STATUS	CURRENCY	EFFECTIVE DATE	EXPIRATION DATE
NON-TAXABLE	U. S. DOLLARS	08/01/03	12/31/05
SHIP TO: AS RELEASED	PAYMENT TERMS	SUBMIT INVOICE TO: NISSAN NORTH AMERICA, INC. ATTN.: ACCOUNTS PAYABLE DEPT. Bin 8U SMYRNA, TENNESSEE 37167	
	NET 10TH & 25TH		
	FREIGHT PAYMENT TERMS		
	COLLECT FROM ORIG		
SHIPPING POINT	F.O.B. TERMS	TRANSPORTATION MODE	
MORGANTON, NC	FOB SELLER'S DOCK	MOTOR CARRIERS	

ADDITIONAL INFORMATION:

THIS ORDER IS A BLANKET PURCHASE AGREEMENT
PLEASE ACKNOWLEDGE WITH A SIGNED COPY OF THIS ORDER BY 01/22/04
THIS ORDER IS VALID ONLY IF SIGNED BY AN AUTHORIZED REPRESENTATIVE

LINE	QUANTITY-U/M	DESCRIPTION	DATE REQUIRED	PRICE-U/M
001	AS RELEASED - EA	ITEM NO: 4766085464 YOUR CODE: 1043405 ACTR&ELEC CONT ASSY TO DESIGN LEVEL:		237.4999
END OF ORDER				

THIS PURCHASE ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS AND CONDITIONS STATED HEREIN AND THE TERMS OF THE PRODUCTION PARTS AND MATERIALS PURCHASE AGREEMENT, IF ANY, BETWEEN NISSAN AND SELLER; ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY SELLER ARE NOT BINDING UNLESS SEPARATELY AND EXPRESSLY ACCEPTED BY NISSAN IN WRITING.

10/7/2002

BUYER	ACCOUNT NUMBER	APPROVED BY	
		SECTION MANAGER	DEPARTMENT MANAGER
MARK MELTZER	141200		



PURCHASE ORDER

NISSAN NORTH AMERICA, INC.

983 NISSAN DRIVE
SMYRNA, TENNESSEE 37167-4400

SELLER: 1043405 CONTINENTAL TEVES, INC. 4141 CONTINENTAL DRIVE AUBURN HILLS, MI 48326		PURCHASE ORDER NO. PR00099788	AMENDMENT NO.
SALES TAX STATUS NON-TAXABLE		DATE OF ORDER 01/08/04	PAGE NUMBER 1
CURRENCY U. S. DOLLARS		EFFECTIVE DATE 01/06/04	EXPIRATION DATE 12/31/05
SHIP TO: AS RELEASED	PAYMENT TERMS NET 10TH & 25TH FREIGHT PAYMENT TERMS COLLECT FROM ORIG	SUBMIT INVOICE TO: NISSAN NORTH AMERICA, INC. ATTN.: ACCOUNTS PAYABLE DEPT. Bin 8U SMYRNA, TENNESSEE 37167	
SHIPPING POINT MORGANTON, NC	F.O.B. TERMS FOB SELLER'S DOCK	TRANSPORTATION MODE MOTOR CARRIERS	

ADDITIONAL INFORMATION:

THIS ORDER IS A BLANKET PURCHASE AGREEMENT
PLEASE ACKNOWLEDGE WITH A SIGNED COPY OF THIS ORDER BY 01/22/04
THIS ORDER IS VALID ONLY IF SIGNED BY AN AUTHORIZED REPRESENTATIVE

LINE	QUANTITY-U/M	DESCRIPTION	DATE REQUIRED	PRICE-U/M
001	AS RELEASED - EA	ITEM NO: 476607S065 YOUR CODE: 1043405 ACTR&ELEC CONT ASSY- TO DESIGN LEVEL:		237.1599
====> END OF ORDER				

THIS PURCHASE ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS AND CONDITIONS STATED HEREIN AND THE TERMS OF THE PRODUCTION PARTS AND MATERIALS PURCHASE AGREEMENT, IF ANY, BETWEEN NISSAN AND SELLER; ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY SELLER ARE NOT BINDING UNLESS SEPARATELY AND EXPRESSLY ACCEPTED BY NISSAN IN WRITING.

NISSAN NORTH AMERICA, INC. TERMS AND CONDITIONS

1. Agreement.

NISSAN NORTH AMERICA, INC. ("Nissan") hereby agrees to purchase and receive and Seller agrees to sell and deliver goods or perform services specified herein subject to the terms, conditions, policies, and procedures contained herein.

2. Vendor Release.

Nissan shall issue a vendor release to Seller specifying the quantities of goods required by Nissan and the dates such quantities will be required. Each such date/quantity requirement shall be identified with a Release Authorization Number ("RAN").

3. Delivery.

Time is of the essence in this agreement and if delivery of goods or performance of services is not completed by time specified, Nissan reserves the right without liability, in addition to remedies available to it at law, to terminate this agreement. Upon the occurrence of late delivery or partial shipment by Seller, Nissan may, at its option, either approve a revised delivery schedule and/or service performance schedule or terminate this agreement with the right to reject the goods and/or services in whole or in part, in addition to any other remedies available to it. Should Nissan agree to accept partial or late deliveries in lieu of a single delivery, Seller agrees to pay, at no expense to Nissan, all additional expenses, losses or costs reasonably incurred as a result of the failure to accomplish a timely single delivery.

4. Packaging, Marking and Shipping.

- All goods shall be properly packaged, labeled, marked and shipped in accordance with the requirements of Nissan's Materials Logistic Policy procedure, the Uniform Freight Classification or National Motor Carrier Classification and of this purchase order and in a manner which will permit the securing of lowest transportation rates.
- If Nissan is responsible for arranging transportation, Seller shall comply with "supplier routing instructions" issued by Nissan.
- Unless otherwise provided in this purchase order, no separate charges shall be made by Seller for containers, crating, boxing, bundling, dunnage, drayage, storage, or freight.

5. Packing Slips, Bills of Lading and Invoices.

- Each packing slip, bill of lading and invoice shall bear Nissan's applicable part number, RAN, purchase order number, address of Nissan and such other referenced information as may be required.
- A numbered master packing slip shall accompany each shipment and shall be included in one of the packages which shall be marked "Packing Slip Inside." In case of a carload shipment, a duplicate packing slip shall be enclosed in a sealed envelope and affixed near the door on the inside of the freight car.
- Seller shall deliver two copies of the Bill of Lading to the carrier with the shipment, one of which shall be delivered with the shipment by the carrier to Buyer at its plant in Smyrna, Tennessee.
- Any transportation charges paid by Seller for which Seller is entitled to reimbursement (i.e., not included in price of goods or services) shall be added to Seller's invoice as a separate item identified with the corresponding RAN and the paid freight bill shall be attached thereto.
- If directed by Nissan, Nissan's Evaluated Receipt (ERS) System shall be applicable to all shipments pursuant to this purchase order, and payment to seller shall be made in accordance with that system.

6. ASN.

At the time of each shipment, Seller shall transmit to Nissan, in a mutually agreeable manner, an Advanced Shipping Notice ("ASN") which shall include part number, RAN, date of shipment, quantity shipped, forwarding information and other information specified by Nissan.

7. Warranty.

Seller warrants that all goods and services sold hereunder (a) shall be free from defects in material and workmanship, (b) shall be merchantable, (c) shall comply with all specifications, drawings, samples or other descriptions furnished or specified by Nissan, (d) shall comply with all applicable Federal Motor Vehicle Safety Standards, (e) shall be manufactured in accordance with the quality and reliability standards established in The Quality Control Policy Statement for Suppliers to NISSAN NORTH AMERICA, INC., and (f) shall comply with all other warranties implied or provided for by law. Seller's warranty shall extend for at least the time and mileage limitations of Nissan's customer warranty for that portion of the completed vehicle. Seller shall reimburse Nissan for all damages or costs (including labor charges) incurred by Nissan as a result of seller's breach of this warranty, which costs may include (1) service parts cost, (2) dealer handling allowance, and (3) dealer labor and/or sublet cost. These warranty obligations shall survive any termination or expiration of this purchase order. Nissan shall have available to it all other remedies implied or provided for by law.

8. Sellers Liability.

In addition to what is specified elsewhere on the document, Seller's liability shall also include all cost incurred as a result of vehicle recall programs pursuant to NTMVS, damage or cost due to problems developed in other parts resulting from defective parts supplied by Seller, and damages or cost arising from claims of personal injury or property damages caused directly or indirectly by defective parts supplied by Seller. Nissan shall have available to it all other remedies implied or provided for by law.

9. Receipt and Inspection.

All goods and services shall be received subject to Nissan's inspection and may be rejected by Nissan anytime before use in the manufacture or assembly of vehicles if found to be defective, damaged or otherwise non-conforming to the terms of this purchase order or Seller's warranty.

10. Subcontracting.

Seller may subcontract part or all of the manufacture or supply of goods for services hereunder only upon first receiving written authorization of such subcontract and approval by Nissan. Seller shall continue to be exclusively responsible to Nissan for all obligations of Seller under this purchase order.

11. Nissan Property.

Unless otherwise provided in this purchase order or any other agreement between Nissan and Seller, all supplies, materials, facilities, tools, jigs, dies, fixtures, patterns, equipment, specifications, drawings, samples or other materials reimbursed to Seller by Buyer to perform this purchase order or for which Seller has been reimbursed by Nissan, shall remain the property of Nissan. Seller shall properly maintain, house, care for, repair or if necessary replace all Nissan-owned tooling and shall bear the risk of loss or damage thereto including normal wear and tear. Such property shall be deemed the property of Buyer, shall be marked "Property of NISSAN NORTH AMERICA, INC." by Seller, shall not be commingled with the property of Seller or with that of a third person, and shall not be moved from Seller's premises without Nissan's approval. Seller shall upon Nissan's request immediately deliver such property packed and marked in accordance with the requirements of the carriers selected by Nissan to transport such property to Nissan either (a) F.O.B. at Seller's plant, or (b) Upon request of Nissan at any other location designated by Nissan in which event Nissan shall pay to Seller the cost of delivering such property to such location. Nissan shall have the right to enter onto Seller's premises at any reasonable time to inspect such property and Seller's records with respect thereto or to take possession of and remove such property. Seller shall use such property only in connection with this purchase order, and shall not use such property in any manner whatsoever for the benefit of any other customer or third party without the prior written consent of Nissan.

12. Proprietary Rights.

- Seller warrants that the sale or use of goods ordered herein, and the sale or use of goods ordered herein in combination with Seller's specifications or recommendations, will not infringe on any patents, copyrights, industrial design rights, or other proprietary rights of Seller or others, and covenants that Seller at Seller's expense upon demand by Nissan, will investigate and deal with every claim that may be made and defend every suit, action or proceeding that may be brought against Nissan or against those selling or using any product of Nissan, for any alleged infringement of any patent, copyright, industrial design right, or other proprietary rights by reason of the sale or use of such goods in combination in accordance with Seller's specifications or recommendations, and will pay all costs, damages, expenses and judgments that Nissan and those using or selling Nissan's products may sustain by reason of any such claims, suit, action or proceeding.
- Seller hereby grants Nissan a non-exclusive, royalty-free irrevocable license to repair, rebuild and relocate and to have repaired, rebuilt and relocated the goods purchased by Nissan under this purchase order.
- All technical information disclosed heretofore or hereafter by Seller to Nissan in connection with the goods or services supplied under or pursuant to this purchase order is disclosed or will be disclosed on a non-confidential basis.
- Seller shall not use in any manner any trademarks, trade names, trade dress or other marks which are owned or controlled by Nissan or which Nissan is licensed to use except to apply, use or affix them to goods supplied by Seller at such place and in such manner as shall be designated in writing by Nissan.

13. Advertising.

Seller shall not without first obtaining the written consent of Nissan, in any manner advertise or publish the fact that Seller has contracted to furnish Nissan the material herein ordered and for failure to observe this provision, Nissan shall have the right to terminate the order without any obligations to accept deliveries after the date of termination or make further payments except for completed articles delivered prior to terminations.

14. Assignment.

The rights and obligations under this purchase order shall not be assigned or delegated by Seller without prior written consent of Nissan.

15. Termination at Option of Nissan.

- Performance of work under this purchase order may be terminated by Nissan at its option, in whole or in part, at any time by delivery, or by mailing, of a written notice or termination to Seller. Nissan shall have such right of termination notwithstanding the existence with respect to Seller of any of the causes or events specified in paragraph 21. (Force Majeure) of this purchase order.
- After receipt of a notice of termination, Seller shall, unless otherwise directed by Nissan, immediately terminate all work under this purchase order and shall, unless otherwise directed by Nissan:
 - Terminate all orders and subcontracts relating to the performance of the work terminated by the notice of termination,
 - Settle all claims arising out of such termination of orders and subcontracts,
 - Transfer title and deliver to Nissan (i) all completed work which conforms to the requirements of this purchase order and does not exceed, in quality the amount authorized for production by Nissan, and (ii) all reasonable quantities (but not in excess of amounts authorized by Nissan) of work in process and materials produced or acquired in respect of the performance of the work terminated which are of a type and quality suitable for producing supplies which conform to the requirements of the purchase order and which cannot reasonably be used by Seller in producing supplies for itself or for its other customers,
 - Take all action necessary to protect property in Seller's possession in which Nissan has or may acquire an interest, and
 - Submit to Nissan promptly, but not later than thirty (30) days from the effective date of termination (unless otherwise extended by Nissan) its termination claim, provided, however that in the event of failure of Seller to submit its termination claim within such period, Nissan may determine, notwithstanding the provisions of sub-paragraph (c) hereof on the basis of information available to it, the amount, if any, due Seller with respect to the termination, and such determination shall be final.
- Upon termination by Nissan under this paragraph, Nissan shall pay to Seller the following amounts without duplication:
 - The purchase order price for all goods or services which have been completed in accordance with this purchase order and not previously paid for,
 - The actual costs incurred by Seller in accordance with this purchase order to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting practices to the terminated portion of this purchase order, including the actual cost of work in process and materials delivered to Nissan in accordance with sub-paragraph (b) of this paragraph, and including the actual cost of discharging liabilities which are so allocable or apportionable, and
 - The reasonable costs incurred by Seller in protecting property in its possession in which Nissan has or may acquire an interest. Payments made under this sub-paragraph (c) exclusive of payments under sub-division (3) hereof, shall not exceed the aggregate price specified in this purchase order, less payments otherwise made or to be made.
- Nissan shall have access to Seller's premises and records, prior or subsequent to payment, to verify charges supporting any termination claim.
- The provisions of this paragraph shall not apply if this purchase order is cancelled by Nissan for the default of Seller.
- Except as otherwise provided herein, the responsibilities of Seller to Nissan shall continue beyond the termination of this purchase order.

16. Remedies.

The warranties and remedies available to Nissan under the terms of this purchase order shall be cumulative and in addition to those implied or available at law. No waiver of any breach of this purchase order shall be construed to constitute a waiver of any other breach or of any provisions hereof.

17. Liability for Injury or Damage.

If Seller performs any work on Nissan's premises or utilizes the property of Nissan, whether on or off Nissan's premises, Seller shall be responsible for all damages and injuries to persons or property, including, but not limited to, Nissan's employees and property, that occur in whole or in part as a result of the fault or negligence of Seller, its agents, servants, or employees in connection with the performance of this purchase order, and Seller shall indemnify, hold harmless and defend Nissan from and against any claim, liability, loss or expense occasioned by such damages or injuries. Before commencing work, Seller shall furnish to Nissan a certificate of insurance showing that Seller carries public liability and property damage insurance and workmen's compensation insurance with insurers and in amounts acceptable to Nissan. All such policies of insurance shall contain appropriate endorsements naming Nissan as an additional insured, extending coverage thereof to contractual liability expressly assumed by Seller and requiring the insurer to give Nissan thirty (30) days' prior written notice of any cancellation or substantial change of coverage. The failure by Seller to furnish Nissan or the failure by Nissan to obtain such certificate of insurance shall not constitute a waiver of the requirement for such certificate or of any other provisions of this purchase order.

18. Hazardous Substances.

Seller agrees to promptly furnish to Nissan Material Safety Data sheets conforming to the requirements of the Occupational Safety and Health Administration's Hazard Communication Standard, Title 29, C.F.R. Part 1910, 1200, with respect to the good supplied pursuant to this purchase order, and to furnish any other information on the goods and/or substances contained therein which is necessary to enable Nissan to comply with the Hazard Communication Standard and/or other laws or regulations pertaining to hazardous or harmful substances.

19. Compliance with Laws.

Seller agrees that in the manufacture and sale of goods and the furnishing of services, if any, to Nissan, Seller shall comply with all applicable federal, state, and local laws including, without limitation, the Federal Occupational Safety and Health Act of 1970, the Federal Hazardous Substances Act, the Transportation Safety Act of 1974, the Hazardous Materials Transportation Act, the Clean Air Act, the Toxic Substances Control Act, The Federal Water Pollution Control Act, and Sections 6, 7, and 12 of the Fair Labor Standards Act, and such amendments to such Acts and regulations and orders as may be promulgated thereunder. In addition, if applicable to the goods manufactured and sold and/or the furnishing of services hereunder, Seller shall comply with executive Orders 11246, 11375, and 11458, Section 503 of the Rehabilitation Act of 1973 and Section 402 of the Vietnam Veterans Readjustment Act, all relating to equal employment opportunity. This purchase order incorporates by reference all provisions of the applicable foregoing laws, regulations and orders. All invoices must carry the following certification in order to be processed for payment: Seller hereby certifies that the goods and/or services covered by this invoice were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and with all regulations and orders of the United States Department of Labor issued under Section 14 of the Act.

20. Sales and Use Tax.

Nissan certifies that the merchandise purchased under this Agreement is purchased as a component part of an article to be produced for sale by manufacturing or assembly. Such purchases are not subject to Sales or Use Tax according to Rule 40 of the Tennessee Department of Revenue Rules and Regulations. Nissan holds Tennessee Sales and Use Tax certificate of registration number 2-510252557-001-2 and agrees to furnish Seller with a properly executed Blanket Certificate of Resale upon request. Should the merchandise purchased under this Agreement be used in a manner which would cause the purchase to be taxable, Nissan agrees to account for and pay such tax to the Tennessee Department of Revenue.

21. Force Majeure.

Seller shall not be responsible to Nissan by reason of failure to perform obligations under this Agreement if the failure to perform is caused by an act of God, flood, fire, shipwreck, acts of public enemy, acts of omission of any sovereign government, or branch of agency thereof. Seller shall promptly notify Nissan of any inability to perform any obligation required under this Agreement as a result of any of the foregoing.

22. Changes.

Nissan reserves the right at any time to make changes in any one or more of the following: (a) quantity; (b) specifications, drawings and data; (c) methods of packaging or shipment. No such changes shall be valid or binding upon Nissan unless incorporated in a change order or additional order signed by an authorized representative of Nissan.

23. Applicable Law.

This purchase order shall be construed and governed according to the laws of the State of Tennessee.

24. Resolution of Disputes.

Nissan and Seller agree to make all reasonable efforts to resolve in good faith and in an informal manner all disputes arising under this purchase order. In the event that the parties are unable to resolve such disputes, any legal action arising out of or related to performance under this purchase order will be brought only in Rutherford County, Tennessee. The parties irrevocably waive their rights to trial by jury in any action arising out of or related to performance under this purchase order.

25. Service Parts.

As a supplier of goods to Nissan under the terms of this purchase order, Seller agrees, if required by Nissan, to supply the goods to Nissan Motor Corporation in U.S.A. (NMC) for use as service parts. In the event that Seller is required to supply such goods to NMC, such supply will be covered by separate purchase order from Nissan as agent for NMC. Seller agrees to the following conditions with respect to supply of goods to NMC: (a) Seller will supply service parts for the lesser of 10 years or 100,000 miles (whichever is less) for such parts as exist; (b) product will be supplied at full production assembly level and/or at sub-component level, as required by NMC; (c) goods will be of equal quality to and meet all specifications for production parts; (d) pricing will be the same as under this purchase order with adjustments for packaging and handling.